

BLANK ROME, LLP
Attorneys for Defendant
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ERGO SHIPPING SA,

Plaintiff,

-against-

HORUS SHIPPING & TRANSPORT
S.A.E.,

Defendant.

ECF CASE

07 CV 7478 (LAP)

VERIFIED ANSWER OF HORUS SHIPPING & TRANSPORT S.A.E.

Defendant HORUS SHIPPING & TRANSPORT S.A.E. ("Horus" or "Defendant")
for its answer to the complaint ("Complaint") of Plaintiff ERGO SHIPPING SA, states as
follows upon information and belief:

1. Paragraph 1 is a legal conclusion which Defendant is not required to admit
or deny but, to the extent any fact is asserted, is denied.
2. Paragraph 2 is a legal conclusion which Defendant is not required to admit
or deny but, to the extent any fact is asserted, is denied.
3. Denies knowledge or information as to the allegations in Paragraph 3 of
the Complaint.

4. Admits that Horus is a foreign corporation and asserts Paragraph 4 is a legal conclusion which Defendant is not required to admit or deny but, to the extent any fact is asserted, is denied.

5. Denies the allegations in Paragraph 5 of the Complaint.

6. Denies the allegations in Paragraph 6 of the Complaint.

7. Denies the allegations in Paragraph 7 of the Complaint.

8. Denies the allegations in Paragraph 8 of the Complaint except to admit Horus denied any obligation to arbitrate as agent for its disclosed principal, Egypt Cement.

9. Admits an award was issued but denies the other allegations in Paragraph 9 of the Complaint.

10. Admits an award was issued and asserts Paragraph 10 is a legal conclusion which Defendant is not required to admit or deny but, to the extent any fact is asserted, is denied.

11. Denies the allegations in Paragraph 11 of the Complaint.

12. Paragraph 12 is a legal conclusion which Defendant is not required to admit or deny but, to the extent any fact is asserted, is denied.

13. Paragraph 13 is a legal conclusion which Defendant is not required to admit or deny but, to the extent any fact is asserted, is denied.

14. Paragraph 14 is a legal conclusion which Defendant is not required to admit or deny but, to the extent any fact is asserted, is denied.

AFFIRMATIVE DEFENSES

FIRST

1. The Court lacks personal jurisdiction over Defendant.

SECOND

2. The Complaint fails to state a cause of action upon which relief may be granted.

THIRD

3. The alleged claim is barred by applicable statutes of limitations.

FOURTH

4. The alleged claim is barred by operation of law.

FIFTH

5. The alleged claim is barred by laches.

SIXTH

6. Plaintiffs have failed to include or join indispensable parties to this action.

WHEREFORE, defendant respectfully requests that:

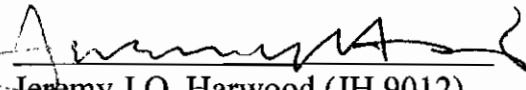
- (a) The Complaint be dismissed;

(b) the Court award defendant such further and other relief as may be just.

Date: New York, New York
February 14, 2008

Respectfully submitted,

BLANK ROME LLP

By: 
Jeremy J.O. Harwood (JH 9012)
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The Chrysler Building
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(212) 885-5000
Attorneys for Defendant

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

VERIFICATION

JEREMY J.O. HARWOOD, being duly sworn, deposes and says:

1. That he is a member of the firm of Blank Rome LLP attorneys for Defendant HORUS SHIPPING & TRANSPORT S.A.E. herein; that he has read the foregoing Answer and Counterclaim and knows the contents thereof and that the same is true to the best of his knowledge, information and belief.

2. That the reason this verification is made by deponent and not by defendants is that they are corporations, no officers or directors of which are now within this district.

3. The sources of deponent's information and the grounds for his belief are statements made by and documents received from defendant's representatives.


JEREMY J.O. HARWOOD

Sworn to before me this
26th day of February, 2008


Notary Public

NEAL MITCHELL
Notary Public, State of New York
No. 01M1814408
Qualified in New York County
Commission Expires Aug. 18, 2012